

Grower ID No. _____ Farm Store ID: _____

Do not write above this line

**WIC Farmers' Market Nutrition Program (WIC FMNP) &
Senior Farmers' Market Nutrition Program (SFMNP)**

GROWER APPLICATION

Grower Name:

Grower Mailing Address:

City	County	State	Zip

Email:

Phone:

Cell	Home

Farm Name:

Farm Address:

City	County	State	Zip

Please **check one** of the following:

- ☐ I grow all the eligible foods I sell.
☐ I grow a portion the eligible foods I sell.
☐ I grow none the foods I sell.

Eligible foods I plan to sell:

Farmers markets where I plan to sell: *(Please print)*

FARM STORE

Fill out this part of the application only if you have a farm store and want your farm store considered as an authorized location where customers can bring their WIC & Senior Farmers Market Nutrition Program (S/FMNP) checks.

Check the appropriate answer to the questions below:

The farm store is located on the property where I grow S/FMNP eligible food. ☐ Yes ☐ No

Someone is at the store during all hours of operation to assist customers. ☐ Yes ☐ No

Farm Store Address:			
City	State	County	Zip
Farm Store Phone:			

Farm Store Hours of Operation: (Put the hours the farm store is open under each day, and each month)

Operating Hours	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June							
July							
August							
September							
October							

By signing this form:

- 1. I understand this is an application to be an authorized grower for the Farmers Market Nutrition Program and it is not a guarantee that I will be authorized.**
- 2. I understand that if I am authorized I will accept S/FMNP Checks from both WIC FMNP and Senior FMNP customers.**
- 3. I understand that I may be authorized to sell only at authorized farmers markets only, and my farm store may not be authorized.**
- 4. I understand I cannot take S/FMNP Checks before I am an authorized grower.**
- 5. I affirm that the statements in this request for authorization are true. I understand, if I give false information, the Department will deny or terminate my authorization to take S/FMNP Checks.**

Print grower's legal name

Signature

Date

Do not write after this line, except to sign the Contract

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GROWER CONTRACT

The following is not effective until signed on the last page by both parties. Only Department of Health may enter information into the Grower Contract.

THIS AGREEMENT is made by and between the Washington State Department of Health (Department) and the Grower whose name and address is shown on the attached Grower Application.

Department Contact: S/FMNP Contracts Coordinator
PO Box 47886
Olympia, WA 98504
1-800-841-1410

BACKGROUND

The purpose of the United States Department of Agriculture Food and Nutrition Service (USDA-FNS) Farmers' Market Nutrition Programs is to provide resources in the form of fresh, nutritious, unprepared, locally grown fruits, vegetables and herbs from farmers' markets and farm stores to women and children who are nutritionally at risk and who are participating in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC FMNP), and to low income seniors through the Senior Farmers' Market Nutrition Program (SFMNP); and to expand the awareness, use of and sales at farmers' markets and farm stores.

This contract, which is for authorizing a Grower to participate in S/FMNP, is pursuant to Revised Code of Washington (RCW) 43.70.700, which authorizes the Department to participate in WIC FMNP and the general authority of the Washington Department of Social and Health Services (DSHS) to serve older adults and administer SFMNP in compliance with 7 CFR § 249.

Department administers the WIC FMNP and DSHS administers SFMNP. Under an Interagency Agreement, Contract Number N17727-3, (IAA), Department conducts the contracting, monitoring, and training activities for markets and growers for both programs. DSHS retains responsibility for distribution and reimbursement of SFMNP checks. DSHS will work through Department if DSHS discovers a SFMNP violation or requires anything from a grower or market for the purposes of the SFMNP program. Department and DSHS intend that Department is fully responsible for administration of authorized market and authorized grower contracts for both WIC FMNP and SFMNP. Department will administer all grower or market violations and appeals, regardless of whether the violation arises under WIC FMNP or SFMNP.

This Contract will be issued for either a one (1) or two (2) period of performance. The Department staggers the periods of performance to accommodate workload. If issued for a one (1) year period of

performance, the Grower will receive a contract with a two (2) year period of performance in the subsequent year if Grower reapplies and the Department accepts the application.

Do not write in the gray space below.

THEREFORE, the Parties agree as follows:

1. **INCORPORATION OF APPLICATION:** The attached Grower Application is incorporated into this Contract, modified by as follows:

- ☐ Grower does not operate a farm store.
- ☐ Grower's farm store listed on the attached Grower Application is authorized to participate in S/FMNP and is subject to this Contract.
- ☐ Grower's farm store listed on the attached Grower Application is NOT authorized to participate in S/FMNP.

(This contract is invalid if there is more than one of the three preceding boxes is checked.)

Grower is authorized to accept S/FMNP in the following markets also identified on the Grower Application:

2. **PERIOD OF PERFORMANCE:** The period of performance is between the dates indicated below, unless sooner terminated as provided by the Contract. Neither Party has an obligation to renew this contract or enter into a new contract for the same purpose.

- | | |
|---|--|
| <input type="checkbox"/> One (1) Season Contract | June 1, 2014 through December 15, 2014
Growers whose last names begin with A through M |
| <input type="checkbox"/> Two (2) Season Contract | June 1, 2014 through December 15, 2015
Growers whose last names begin with N through Z |

3. **DEFINITIONS.** Any term not defined in the following has the meaning defined by 7 CFR § 248, 7 CFR § 249 or Chapter 246-780 WAC. If not specifically defined, the term has its ordinary meaning.

“Authorized,” “authorization,” “Authorized farm store,” “Authorized farmers’ market,” and **“Authorized Grower”** means the same as defined in WAC 246-780-010, that the entity has signed a contract with the Department allowing the entity to participate in S/FMNP. The Department has assigned an identification number to a properly authorized entity.

“CFR” means the Code of Federal Regulations

“Contract” means this agreement.

“Cut herbs” means fresh herbs with no medicinal value that are not potted.

“Department” means the Department of Health.

“Disqualification” means the same as defined in WAC 246-780-010; the Department has terminated an authorization and the authorized entity is not eligible to participate in S/FMNP. Disqualification may be for a specific period of time.

“DSHS” means the Department of Social and Health Services.

“Eligible foods” means locally grown, unprocessed (except for washing), fresh fruits, vegetables, and cut herbs. “Eligible foods” has the same meaning as “eligible foods” under 7 CFR §§ 248.2 and 249.2, provided that locally produced honey is an eligible food only for SFMNP customers. “Eligible foods” has the same meaning as defined in WAC 246-780-010.

“Employee” means any person who operates under the direction of Grower, regardless of whether the person receives compensation.

“Farm Store” means a location at the site of agricultural production which is owned, leased, rented or sharecropped, and operated by a grower, and where the grower sells produce directly to consumers; similar to the definition in WAC 246-780-010 for “authorized farm store.” For the purposes of 7 CFR §§ 248 and 249, a “farm store” is a type of “roadside stand.”

“Farmers’ Market” means the same as defined in 7 CFR §§ 248.2 and 249.2, as modified by WAC 246-780-010, which is an assembly of five or more authorized growers at a defined location who have the purpose of selling their produce directly to consumers.

“S/FMNP” is a collective term meaning both the WIC FMNP and the SFMNP. This Contract will use WIC FMNP or SFMNP to indicate where a provision applies to only one of the programs.

“S/FMNP Check” is a collective term meaning the financial instruments distributed by local agencies to persons eligible for benefits under both the WIC FMNP and the SFMNP and which the benefitted persons may exchange for eligible foods. “S/FMNP Check” has the same meaning as “coupon” under 7 CFR §§ 248 and 249 and the same meaning as “Check” under WAC 246-780-010(6). This Contract will use WIC FMNP Check or SFMNP Check to indicate where a provision applies to only one of the programs.

“S/FMNP customer” is a collective term meaning any person who is eligible for and has been issued an S/FMNP check under either the WIC FMNP or the SFMNP. This Contract will use WIC FMNP customer or SFMNP customer to indicate where a provision applies to only one of the programs.

“Grower” means the association, organization, or individual that entered into this Contract. “Grower” has the same meaning as “farmer” under 7 CFR §§ 248 and 249.

“Grower Application” means the Grower Application incorporated in this Contract.

“Locally grown” means the same as defined in WAC 246-780-010.

“Market” means any farmers’ market where the Grower conducts sales.

“Market manager” means the same as defined in WAC 246-780-010; an individual designated by farmers’ market management, or board members, who is responsible for overseeing the market and authorized growers’ participation in the S/FMNP.

“SFMNP” means the Senior Farmers’ Market Nutrition Program administered by the Department of Social and Health Services.

“Validating” means stamping S/FMNP Checks in the designated box with appropriate identification numbers.

“WAC” means the Washington Administrative Code.

“WIC” means the federally funded Special Supplemental Nutrition Program for Women, Infants, and Children.

“WIC FMNP” means the WIC Farmers’ Market Nutrition Program administered by the Department of Health.

4. **PROGRAM REQUIREMENTS.** The Grower shall comply fully, and ensure the farm store, if any, complies fully, throughout the contract period, with the following program requirements:
 - a. All contract provisions contained in this document and future amendments to it;
 - b. The Department’s Grower Handbook explaining Program Requirements; Materials include, but are not limited to:
 - i. List of foods that are authorized for purchase with S/FMNP Checks
 - ii. S/FMNP Check redemption and validating procedures
 - iii. Civil rights requirements
 - iv. Complaint process instructions
 - c. 7 CFR § 248 (WIC FMNP federal regulations);
 - d. 7 CFR § 249 (SFMNP federal regulations);
 - e. Washington Administrative Code (WAC) 246-780; and
 - f. All federal and state laws, policies and procedures.

5. THE GROWER SHALL:

- a. Grow a portion of the S/FMNP eligible foods sold to S/FMNP customers.
- b. Assure that Grower's operations and farm store, if any, meets the expectation of an authorized grower or an authorized farm store described in WAC 246-780-028.
- c. Assure that Grower's operations and farm store, if any, meets the requirements of 7 CFR §§ 248.10 and 249.10 including, but not limited to:
 - i. Displaying the sign required under WAC 246-780-028(1) and distributed by Department in a place where S/FMNP customers can see it whenever selling at a market or the farm store, if any. Display the sign in a place where S/FMNP customers can see it.
 - ii. Upon request, providing information the Department requires for its periodic reports to the USDA-FNS.
 - iii. Accepting S/FMNP Checks only for S/FMNP eligible foods; for honey, accept only SFMNP Checks.
 - iv. Providing eligible foods to the S/FMNP customers at the current price or less than the current price charged to other customers.
 - v. Accepting WIC FMNP Checks only from June 1st through October 31st; accept SFMNP Checks only from June 1st through October 31st.
 - vi. Properly depositing or cashing S/FMNP Checks by November 15th.
 - vii. Validating S/FMNP Checks using number stampers or cooperate with the Market Manager in validating S/FMNP Checks; use the identification number assigned by the Department. S/FMNP Checks must be stamped in the appropriate box on the face of the check with assigned identification numbers.
 - viii. Participating in training or technical assistance on S/FMNP procedures when offered by a Market Manager or Department staff.
 - ix. Providing training on S/FMNP procedures to all employees with S/FMNP responsibilities.
 - x. Agreeing to be monitored for compliance with S/FMNP requirements and cooperate with Department during monitoring.
 - xi. Being accountable for the actions of employees providing S/FMNP food, services, and related activities.
 - xii. Paying back the Department for any S/FMNP Checks transacted in violation of this Contract.
 - xiii. Giving S/FMNP customers the same courtesies as other customers.
 - xiv. Assuring civil rights compliance as set forth by 7 CFR §§ 248.7 and 249.7 and state law. Do not discriminate against anyone on the basis of race, color, national origin, sex, age, creed, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
 - xv. Notifying the Department if going out of business before the end of November 15th.
 - xvi. Not attempting to collect money from S/FMNP customers for S/FMNP checks not paid by the Department or DSHS.
 - xvii. Not giving cash as change back to S/FMNP customers when an S/FMNP transaction is for less than the value of the check. Growers should encourage customers to take more produce if the transaction is for less than the value of the check.
 - xviii. Ensuring no sales tax is collected on S/FMNP purchases

- d. Cooperate with the market manager at authorized farmers' market; share S/FMNP identification number and provide evidence of S/FMNP authorization when requested by the market manager.
- e. Accept S/FMNP Checks only at an S/FMNP authorized farmers' market or the farm store, if any, authorized by this Contract.
- f. Accept both WIC and SFMNP Checks.
- g. Exchange the full amount of eligible food for the value of each S/FMNP Check.
- h. Not use S/FMNP Checks to buy foods from others or pay market fees or other business costs.

6. THE DEPARTMENT SHALL:

- a. Operate the S/FMNP in accordance with the requirements and procedures in federal regulations 7 CFR § 248, and 7 CFR § 249, WAC 246-780 and this Contract.
- b. Cooperate with DSHS in the administration of SFMNP.
- c. Provide Market Managers with access to training and resources on S/FMNP procedures and requirements.
- d. Provide in-person training on S/FMNP procedures and requirements during market monitoring visits.
- e. Provide toll free technical assistance as needed to Growers at 1-800-841-1410.
- f. Contract with local agencies to distribute WIC FMNP checks to WIC customers. DSHS retains responsibility for distribution of SFMNP checks.
- g. Ensure prompt payment of valid S/FMNP Checks that are properly stamped and redeemed.
- h. Monitor authorized Growers to make sure they follow S/FMNP program rules.
- i. Sanction and/or disqualify Growers for violating S/FMNP requirements, at the Department's discretion or as otherwise required by law.

7. NONCOMPLIANCE, ENFORCEMENT AND SANCTIONS

- a. Grower's failure to comply with the Program Requirements identified in Paragraph 1 may result in contract termination, disqualification, and sanctions as provided under WAC 246-780-040 and as follows.
- b. In addition to the examples of noncompliance listed in WAC 246-780-040(2), noncompliance includes, but is not limited to:
 - i. Assisting an unauthorized grower in accepting S/FMNP Checks;
 - ii. Exchanging cash for S/FMNP Checks; also known as trafficking;
 - iii. Selling unauthorized food, nonfood items, drugs, alcohol or other items to S/FMNP customers in lieu of or in addition to eligible foods;
 - iv. Charging the S/FMNP customers for foods not received by the customer;
 - v. Charging the S/FMNP customer more for authorized foods than other customers are charged for the same food item;
 - vi. Validating and/or redeeming S/FMNP Checks without having authorization from the Department;
 - vii. Seeking restitution from S/FMNP customers for S/FMNP checks not paid by the Department; and
 - viii. Accepting and/or validating S/FMNP Checks outside of the valid dates printed on the face of the check
- c. Sanctions and/or contract termination for any S/FMNP abuse or violation of S/FMNP Program Requirements is at the Department's discretion.

- d. Consistent with WAC 246-780-040, the violations and the Department's responses are classified as follows:
- i. **CLASS I VIOLATIONS.** The Department shall give a verbal warning for Class I violations, which include:
 1. Failure to properly display the authorized grower identification sign.
 2. Failure to clearly post produce prices during market hours.
 3. Conducting S/FMNP transaction in a market where the Grower is not authorized to transact S/FMNP Checks.
 - ii. **CLASS II VIOLATIONS.** The Department shall issue a written notice of noncompliance for Class II violations, which include:
 1. Charging an S/FMNP customer an amount greater than the Grower charges other customers.
 2. Charging an S/FMNP customer for items the S/FMNP customer does not receive.
 3. Refusal to accept a valid S/FMNP Check for eligible products.
 4. Failure to correct or a second incidence of a Class I violation.
 5. Operating the authorized farm store, if any, on the self-service or honor system, i.e., not staffing the farm store.
 6. Accepting S/FMNP Checks outside valid dates.
 7. Not operating as represented on the Grower Application.
 8. Any noncompliance with the Program Requirements not specifically identified as a Class I or III violation.
 - iii. **CLASS III VIOLATIONS.** The Department may suspend or terminate this Contract and may additionally disqualify the Grower from participation in S/FMNP. Class III violations include:
 1. Accepting S/FMNP Checks for anything other than eligible foods.
 2. Exchanging S/FMNP Checks for cash.
 3. Discriminating against an S/FMNP customer on the basis of race, color, national origin, age, gender, or disability.
 4. Abusive or hostile treatment of an S/FMNP customer.
 5. Cashing a S/FMNP Check for a grower who is not authorized; or otherwise bartering for any S/FMNP Checks the non-authorized grower has accepted.
 6. Failing to allow, comply with, or cooperate in the Department's inspections and monitoring.
 7. Failing to provide documentation requested by the Department.
 8. A second failure to correct or a third incidence of a Class I violation.
 9. Failure to correct or a second incidence of a Class II violation.
 10. Failure to sell any produce grown by the Grower during the Contract year.
 11. Providing false information on the Grower Application about the location and operation of the Grower's farm store. Examples include, but are not limited to, the farm store is not located where the Grower grows eligible foods or the farm store is not a retail operation open to the public.
 12. Reporting sales from a market where Grower was never a vendor.
 13. Continuing to participate in S/FMNP during a period of suspension or disqualification, which participation may include, but is not limited

to, accepting S/FMNP Checks, continuing to display the S/FMNP signs, or other evidence of intent to accept S/FMNP Checks.

- e. Where there are violations, the Department will consider a single transaction of multiple S/FMNP Checks as a single violation. The Department will consider multiple transactions of S/FMNP Checks to be multiple violations with each transaction counting as a separate violation, regardless of the time elapsed between transactions.
- f. The Department has no obligation to reinstate Grower's authorization after disqualification. The Grower must reapply to participate in the S/FMNP.
- g. The Department shall notify Grower in writing of any adverse action in conformance with WAC 246-780-040(5).
- h. A Grower who commits fraud or abuse of the S/FMNP is additionally liable for prosecution under applicable Federal, State and local laws.

8. APPEALS

- a. Grower may administratively appeal any Department actions that are subject to appeal in conformance with WAC 246-780-060. A request for appeal must conform to WAC 246-780-060(5) and be signed by the protesting party or authorizing agent.
- b. The request must be made in mailed in conformance with WAC 246-780-060(6) and be postmarked within thirty (30) days of the date the Grower received the notice.
- c. The following actions are not subject to administrative appeal:
 - i. Validity or appropriateness of selection criteria;
 - ii. Validity or appropriateness of S/FMNP customer access determinations;
 - iii. Duration or expiration of the Contract,
- d. The Adjudicative Service Unit will give the Grower adequate notice of the scheduled time and location for the hearing.
- e. When the action being appealed is suspension or disqualification, the Grower and farm store, if any, shall stop validating S/FMNP Checks in accordance with WAC 246-780-040(3). The Department is not liable for payment of any S/FMNP checks submitted by a grower for payment during a period of suspension or disqualification

9. **TERMINATION.** Either Party may terminate the Contract for cause or at will upon thirty (30) days notice. Grower shall send termination notice made by the Grower to the S/FMNP Coordinator.

10. **ORDER OF PRECEDENCE.** In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- a. Applicable federal and state statutes and regulations
 - b. This Contract
 - c. Any other provisions of the Contract whether incorporated by reference or otherwise.

11. **ALL WRITINGS CONTAINED IN THIS AGREEMENT.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

12. **CONFLICT OF INTEREST.** If the Department determines a violation of Chapter 42.52 RCW, the Ethics in Public Service Act, or any similar statute, concerning this Contract, the

Department may terminate this Contract and pursue any other remedies available to it at law or under this Contract.

The undersigned affix their signatures in execution of this Agreement,

Grower's Signature

Date

Department of Health Signature

Date